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(Additional Counsel for Defendants/Counter-Plaintiff Listed on the Following Page)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

ORIGINATE, INC., a Delaware corporation,

Plaintiff,

v.

MAURO ARCHER & O'NEILL LLP, a D.C.
limited liability partnership; FLETCHER
STRATEGIES LLC, a Texas corporation;
PERFECTED CLAIMS, LLC, a U.S. Virgin
Islands limited liability company; and DOES 1
through 20,

Defendants.

FLETCHER STRATEGIES, LLC

Counter-Plaintiff,

v.

ORIGINATE, INC., a Delaware corporation,

Counter-Defendant.

Case No. 3:22-cv-07461-CRB

Assigned to Honorable Charles R. Breyer
Courtroom: 6

**STIPULATED PROTECTIVE ORDER
FOR HIGHLY CONFIDENTIAL AND
ATTORNEYS' EYES ONLY
INFORMATION: FOR LITIGATION
INVOLVING PATENTS, HIGHLY
SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS**

State Action Filed: September 26, 2022
Notice of Removal: November 23, 2022
Trial Date: None

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1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. On January 2, 2024, this Court entered a Protective Order in this action governing the treatment of information designated as Confidential (the “Confidentiality Protective Order”). However, the Confidentiality Protective Order did not address how the parties would handle material designated as Highly Confidential or Attorneys’ Eyes Only.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order For Highly Confidential and Attorneys’ Eyes Only Information (the “Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to highly confidential and attorneys’ eyes only treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as “HIGHLY CONFIDENTIAL – ATTORNEYS’
 2 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”.

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or
 4 manner in which it is generated, stored, or maintained (including, among other things, testimony,
 5 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in
 6 this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
 8 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
 9 consultant in this action, (2) is not a past or current employee, consultant, or independent contractor of a
 10 Party, a Party’s affiliate, subsidiary, or parent company; or of a company related to a Party, a Party’s
 11 affiliate, subsidiary, or parent company; or of a Party’s competitor, and (3) at the time of retention, is not
 12 anticipated to become an employee, consultant, or independent contractor of a Party’s affiliate,
 13 subsidiary, or parent company; or of a company related to a Party, a Party’s affiliate, subsidiary, or parent
 14 company; or of a Party’s competitor.

15 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
 16 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-
 17 Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.
 18

19 2.9 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely
 20 sensitive “Confidential Information or Items” representing computer code and associated comments and
 21 revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in
 22 detail the algorithms or structure of software or hardware designs, disclosure of which to another Party or
 23 Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive
 24 means.

25 2.10 House Counsel: attorneys who are employees of a party to this action. House Counsel
 26 does not include Outside Counsel of Record or any other outside counsel.

27 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity
 28 not named as a Party to this action.

1 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action but
 2 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
 3 party or are affiliated with a law firm which has appeared on behalf of that party.

4 2.13 Party: any party to this action, including all of its officers, directors, employees,
 5 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

6 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
 7 this action.

8 2.15 Professional Vendors: persons or entities that provide litigation support services (e.g.,
 9 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
 10 retrieving data in any form or medium) and their employees and subcontractors.

11 2.16 Protected Material: any Disclosure or Discovery Material that is designated as “HIGHLY
 12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or as “HIGHLY CONFIDENTIAL – SOURCE
 13 CODE.”¹

14 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
 15 Party.

16 **3. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only Protected Material (as
 18 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
 19 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
 20 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections
 21 conferred by this Stipulation and Order do not cover the following information: (a) any information that is
 22 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain
 23 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,
 24 including becoming part of the public record through trial or otherwise; and (b) any information known to
 25

26
 27
 28 ¹ As mentioned, Disclosure or Discovery Material that is designated as “Confidential” is governed by the
 Protective Order issued by this Court on January 2, 2024.

1 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a
2 source who obtained the information lawfully and under no obligation of confidentiality to the
3 Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or
4 order.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order
7 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise
8 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
9 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all
10 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any
11 motions or applications for extension of time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
14 Party that designates information or items for protection under this Order must take care to limit any such
15 designation to specific material that qualifies under the appropriate standards. To the extent it is practical
16 to do so, the Designating Party must designate for protection only those parts of material, documents,
17 items, or oral or written communications that qualify – so that other portions of the material, documents,
18 items, or communications for which protection is not warranted are not swept unjustifiably within the
19 ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
21 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
22 retard the case development process or to impose unnecessary expenses and burdens on other parties)
23 expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it designated for
25 protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,
26 that Designating Party must promptly notify all other parties that it is withdrawing the mistaken
27 designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
2 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
3 Discovery Material that qualifies for protection under this Order must be clearly so designated before the
4 material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
7 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
9 SOURCE CODE” to each page that contains protected material. If only a portion or portions of the
10 material on a page qualifies for protection, the Producing Party also must clearly identify the protected
11 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
12 level of protection being asserted.

13 A Party or Non-Party that makes original documents or materials available for inspection need
14 not designate them for protection until after the inspecting Party has indicated which material it would
15 like copied and produced. During the inspection and before the designation, all of the material made
16 available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
17 After the inspecting Party has identified the documents it wants copied and produced, the Producing Party
18 must determine which documents, or portions thereof, qualify for protection under this Order. Then,
19 before producing the specified documents, the Producing Party must affix the appropriate legend
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
21 SOURCE CODE” to each page that contains Protected Material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly identify the protected
23 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
24 level of protection being asserted.

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating
26 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected
27 testimony and specify the level of protection being asserted. When it is impractical to identify separately
28

1 each portion of testimony that is entitled to protection and it appears that substantial portions of the
 2 testimony may qualify for protection, the Designating Party may invoke on the record (before the
 3 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific
 4 portions of the testimony as to which protection is sought and to specify the level of protection being
 5 asserted. Only those portions of the testimony that are appropriately designated for protection within the
 6 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a
 7 Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly
 8 invoked, that the entire transcript shall be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’
 9 EYES ONLY.”

10 **Parties shall give the other parties notice if they reasonably expect a deposition, hearing or**
 11 **other proceeding to include Protected Material so that the other parties can ensure that only**
 12 **authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”**
 13 **(Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition**
 14 **shall not in any way affect its designation as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
 15 **ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”**

16 **Transcripts containing Protected Material shall have an obvious legend on the title page**
 17 **that the transcript contains Protected Material, and the title page shall be followed by a list of all**
 18 **pages (including line numbers as appropriate) that have been designated as Protected Material and**
 19 **the level of protection being asserted by the Designating Party. The Designating Party shall inform**
 20 **the court reporter of these requirements. Any transcript that is prepared before the expiration of a**
 21 **21-day period for designation shall be treated during that period as if it had been designated**
 22 **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise**
 23 **agreed. After the expiration of that period, the transcript shall be treated only as actually**
 24 **designated.**

25 (c) for information produced in some form other than documentary and for any other tangible
 26 items, that the Producing Party affix in a prominent place on the exterior of the container or containers in
 27 which the information or item is stored the legend “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 28

ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”. If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 30 days of the initial notice of challenge or within 21 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.² Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation, except as set forth in footnote 2 herein. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,

² After any Producing Party has filed two motions to maintain confidentiality, the burden to move on a confidentiality designation dispute shall be shifted to the Challenging Party. The burden of persuasion remains on the Designating Party. Should the burden be so shifted, a failure by the Challenging Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the challenge to the confidentiality designation for each challenged designation.

1 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of
 2 persons and under the conditions described in this Order and the January 2, 2024 Confidentiality
 3 Protective Order. When the litigation has been terminated, a Receiving Party must comply with the
 4 provisions of section 15 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 6 secure manner³ that ensures that access is limited to the persons authorized under this Order.

7 7.2 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and
 8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered by the
 9 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or
 10 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
 11 CONFIDENTIAL – SOURCE CODE” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said
 13 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
 14 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached
 15 hereto as Exhibit A;

16 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
 17 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3)
 18 as to whom the procedures set forth in paragraph 7.3(a)(1), below, have been followed;

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors
 21 to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
 22 and Agreement to Be Bound” (Exhibit A); and

23 (f) the author or recipient of a document containing the information or a custodian or other person
 24 who otherwise possessed or knew the information.
 25

26
 27
 28 ³ A Receiving Party is required to store any electronic Protected Material in password-protected form in a manner
 commensurate with the Receiving Party’s protection of its most sensitive information.

1 7.3 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –
 2 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
 3 Items to Experts.

4 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a
 5 Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been
 6 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
 7 CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 7.2 (b) first must make a written request to
 8 the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL –
 9 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the
 10 Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and
 11 the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4)
 12 identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has
 13 received compensation or funding for work in his or her areas of expertise or to whom the expert has
 14 provided professional services, including in connection with a litigation, at any time during the preceding
 15 five years,⁴ and (6) identifies (by name and number of the case, filing date, and location of court) any
 16 litigation in connection with which the Expert has offered expert testimony, including through a
 17 declaration, report, or testimony at a deposition or trial, during the preceding five years.⁵

18 (b) A Party that makes a request and provides the information specified in the preceding
 19 respective paragraphs may disclose the subject Protected Material to the identified Expert unless, within 7
 20 days of delivering the request, the Party receives a written objection from the Designating Party. Any
 21 such objection must set forth in detail the grounds on which it is based.
 22

23
 24 ⁴ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the
 25 Expert should provide whatever information the Expert believes can be disclosed without violating any
 26 confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with
 the Designating Party regarding any such engagement.

27 ⁵ Until the termination of the litigation and the return of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 28 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information, any Expert is prohibited from
 performing any work for any Party, any Party’s affiliate, parent, or subsidiary company; or any entity
 related to any Party’s affiliate, parent, or subsidiary company.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. [INTENTIONALLY OMITTED]

9. SOURCE CODE

(a) To the extent production of source code becomes necessary in this case, a Producing Party may designate source code as "HIGHLY CONFIDENTIAL - SOURCE CODE" if it comprises or includes confidential, proprietary or trade secret source code.

(b) Protected Material designated as "HIGHLY CONFIDENTIAL – SOURCE CODE" shall be subject to all of the protections afforded to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information, and may be disclosed only to the individuals to whom "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information may be disclosed, as set forth in Paragraphs 7.2 and 7.3.

(c) Any source code produced in discovery shall be made available in the native repository format in which the code was developed and maintained in the ordinary course of business via standard, secure repository hosting services (e.g., GitHub, Bitbucket, or self-hosted GitLab instances), which provide auditability (every access is logged) and granular permission

control. The Producing Party will provide the source code in its native form in the native repository format by a secured link to the repository where the source code and data is currently stored. The Receiving Party may upload the source code and data in its native form in the system of record to a private GitHub repository for which only the consulting experts and testifying expert have access. Alternatively, the Producing Party may provide the source code in its native repository format by a secure fileshare (box.com or google drive) or by copying the source code onto two encrypted USB drive(s).

(d) The Receiving Party shall maintain a record of any individual who has inspected any portion of the source code in electronic or paper form. The Receiving Party shall maintain all copies of any portions of the source code in a secured, locked area. The Receiving Party shall only make additional copies if such additional copies are (1) necessary to prepare court filings, pleadings, or other papers (including a testifying expert's expert report), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any copies used during a deposition shall be retrieved at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating

1 Party whose Protected Material may be affected.⁶

2 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
 3 court order shall not produce any information designated in this action as “HIGHLY CONFIDENTIAL –
 4 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a
 5 determination by the court from which the subpoena or order issued, unless the Party has obtained the
 6 Designating Party’s written permission. The Designating Party shall bear the burden and expense of
 7 seeking protection in that court of its confidential material – and nothing in these provisions should be
 8 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
 9 from another court.

10 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
 11 **LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-Party in this
 13 action and designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
 14 CONFIDENTIAL – SOURCE CODE”. Such information produced by Non-Parties in connection with
 15 this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
 16 should be construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
 18 Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-
 19 Party not to produce the Non-Party’s confidential information, then the Party shall:

20 1. promptly notify in writing the Requesting Party and the Non-Party that some or
 21 all of the information requested is subject to a confidentiality agreement with a Non-Party;

22 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in
 23 this litigation, the relevant discovery request(s), and a reasonably specific description of the information
 24 requested; and
 25

26 _____
 27 ⁶ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and
 28 to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court
 from which the subpoena or order issued.

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.⁷ Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client

⁷ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 privilege or work product protection, the parties may incorporate their agreement in the stipulated
 2 protective order submitted to the court.

3 **14. MISCELLANEOUS**

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
 5 modification by the court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
 7 Party waives any right it otherwise would have to object to disclosing or producing any information or
 8 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right
 9 to object on any ground to use in evidence of any of the material covered by this Protective Order.

10 14.3 Filing Protected Material. Without written permission from the Designating Party or a
 11 court order secured after appropriate notice to all interested persons, a Party may not file in the public
 12 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
 13 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
 14 court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule
 15 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is
 16 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving
 17 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by the
 18 court, then the Receiving Party may file the Protected Material in the public record pursuant to Civil
 19 Local Rule 79-5 unless otherwise instructed by the court.

20 **15. FINAL DISPOSITION**

21 Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving
 22 Party must return all Protected Material to the Producing Party or destroy such material. As used in this
 23 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any
 24 other format reproducing or capturing any of the Protected Material. Whether the Protected Material is
 25 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and,
 26 if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
 27 category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
 28

the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 1, 2025

/s/ Matthew J. Cave

Attorneys for Plaintiff

Michael Adams

DATED: December 1, 2025

Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: December 2, 2025

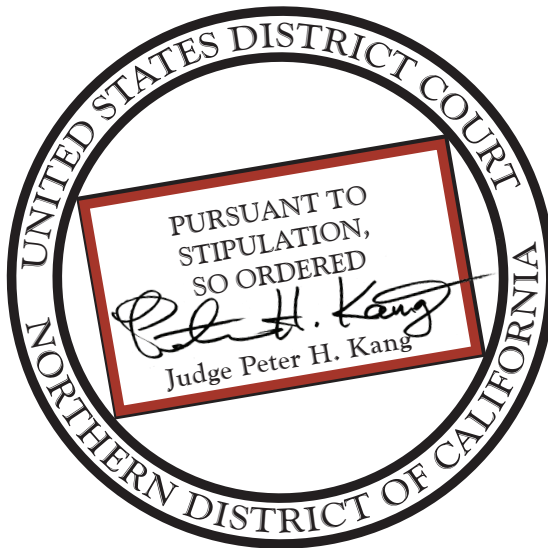


EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Originate, Inc. v. Mauro Archer & O'Neill LLP, et al.*, United States District Court for the Northern District of California, Case No. 3:22-cv-07461-CRB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]